

**GRANT PUBLIC SCHOOLS  
SUPERINTENDENT CONTRACT**

THIS AGREEMENT is between the Grant Public Schools Board of Education, hereinafter called "Board" and Brett Zuver, hereinafter called "Superintendent."

WITNESSETH:

**1. CONTRACT PERIOD**

The Board agrees to employ Brett Zuver as Superintendent of Schools for a term of three (3) years from July 1, 2019 to and including June 30, 2022, subject to nonrenewal pursuant to the Michigan School Code (MCL 380.1229) and to the termination provisions described below.

**2. DUTIES**

The Superintendent agrees, during the period of this contract, to faithfully perform the duties of Superintendent in a competent and professional manner in accordance with the established policies and regulations of the Board of Education and the laws and regulations of the State and United States Department of Education. The Superintendent shall furnish throughout the life of this contract a valid and appropriate certificate as required by law or regulations of the Michigan Department of Education to act as a Superintendent in the State of Michigan.

The Superintendent shall serve as chief executive officer and chief administrative officer of the Board. He shall be entitled to:

- a. Present his recommendations to the Board on any subject under consideration by said Board.
- b. Attend each meeting of the Board.
- c. Serve as an ex officio member of each committee established by the Board.

The Superintendent shall have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serves the District. The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent subject to approval by the Board. The Board, individually and collectively, shall refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

**3. COMPENSATION**

The Board agrees to pay the Superintendent for his services during each year of said contract in twenty-six (26), or twenty-seven (27) when appropriate, equal installments. Compensation for the first year of the contract shall be a minimum of \$130,000 and will be reviewed at the time of the evaluation each following year.

In addition, there shall be \$6,500 to a non-elective employer contribution to an annuity as part of the Superintendent's compensation for services rendered.

The Board shall also provide a technology stipend of \$1,200 a year (\$100/Month) to cover expenses the administrator will incur. The Board and Superintendent believe that technology is a viable tool to assist the Superintendent through increased productivity and two-way voice and/or text communication as well as e-mail is necessary expenses, which enhance the effective and efficient operation of the District.

Said salary, annuity, compensation and benefits shall be reviewed annually by a Board Ad Hoc committee, consisting of the Board President, the Chair of the Finance Committee, the superintendent, and one additional Board member agreed to by the Superintendent. If the President and Finance chair is the same person, an additional Board member will be selected by agreement of the President and Superintendent. This review will take place between the annual evaluation in December and May 31, and is subject to upward revision by agreement of the parties. In no case, will the compensation or benefits be lowered by the Board.

#### **4. WORK YEAR**

The Superintendent agrees to perform the duties of his position for a period of 52 weeks per year consisting of 260 workdays. The Superintendent shall perform the duties of Superintendent in a competent, proficient, and professional manner, and shall not during the term of the Contract be engaged in any other activity for remuneration without prior approval of the Board or its designee. The Superintendent pledges to use his best efforts to maintain and improve the quality and efficiency of the operation of the School District. Being that the responsibilities of the superintendent exist outside of the boundaries that can be defined by an hourly process, as well as the positions responsibilities on canceled school days due to weather, the Board will allow four flex days to be used on Friday's during the month of July.

#### **5. EVALUATION**

The Board shall evaluate the Superintendent, at least annually, using the criteria in accordance with section 1249 of the Michigan Revised School Code, as applicable to the superintendent. Superintendent shall receive an overall rating of Highly Effective, Effective, Minimally Effective or Ineffective. The Board, in consultation with the Superintendent, shall determine the evaluation tool, categories, criteria timelines and processes to be utilized in evaluating the Superintendent. Criteria may include the manner, in which day to-day operations of the district are handled, Board/Superintendent relations, staff and community relations, and the degree to which the Superintendent fulfills the responsibilities set forth in the job description and duties for that position. The evaluation process shall include but is not limited to a conference with the Superintendent, which shall be open or closed at the Superintendent's option in accordance with the Open Meetings Act. Each year, the Superintendent shall notify the Board President at the first October meeting of the upcoming evaluation timeline. At the Superintendent's request, the Board may also meet with the Superintendent on a quarterly basis to evaluate his performance. At the Superintendent's option, such evaluations shall be open or closed as permitted by the Open Meetings Act.

**6. MERIT PAY**

In compliance with 1250 Merit Pay is tied directly to the Superintendents annual evaluation and is calculated as a percentage of the annual base salary with a maximum percentage of 3.75%. If earned, merit pay shall be paid on or before January 15, during a non-payroll week. This will take place following the evaluation, which is to be completed during December. The following is how merit pay will be determined:

<u>Overall Evaluation Rating</u>	<u>Data Rating</u>	<u>Percent</u>
Effective	Minimally Effective	1.00%
Effective	Effective	2.00%
Effective	Highly Effective	2.25%
Highly Effective	Minimally Effective	2.50%
Highly Effective	Effective	3.25%
Highly Effective	Highly Effective	3.50%

**7. FRINGE BENEFITS**

The Board shall provide the Superintendent with the following benefits:

- a. The Superintendent and family shall have the right select between the health and Pak-B provider(s)/insurance products, or provider(s)/products that is equivalent to the insurance package granted to administrators, or GEA or GESPA members annually.
- b. The District will cover the cost of said health care and Pak-B at the highest rate provided to the groups mentioned in a, but cannot exceed the limitations imposed by The Publicly Funded Health Insurance Contribution Act.
- c. The coverage shall follow the Grant caps for health care premiums and Pak-B (Health, Dental, Vision and LTD (66&2/3) insurance etc.)
- d. Term Life Insurance shall be in an amount no less than \$150,000.
- e. Sick bank of twelve (12) days per fiscal year; if Superintendent becomes disabled and the sick leave is exhausted, the Board shall provide sick days to cover the waiting period to LTD. Superintendent shall not receive compensation for unused sick days.
- f. The superintendent shall be granted seven (7) emergency/bereavement/personal business leave days, per event within a fiscal year. These days would be allowed for immediate family consisting of wife, children, grandchildren, the superintendent’s parents/parent in-laws, siblings/brother/sister-in-law or their children.
- g. The Superintendent shall not be expected to work, and shall be paid for, all holidays as designated by the School Board as official holidays recognized by the District. (4<sup>th</sup> of July, Labor day, Thanksgiving day, the day after Thanksgiving, Christmas Eve, Christmas day, New Year’s Eve, New Year’s day, Good Friday (if school is not in session) and Memorial Day).

**8. VACATION**

The Superintendent shall be provided with twenty (20) days of vacation annually. Vacation days do not carry over from year to year. The Superintendent will notify the Board President when five or more vacation days are scheduled to be used at one time.

**9. PROFESSIONAL GROWTH**

The Superintendent may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the district. The District encourages the Superintendent to attend seminars and classes that will help improve his skills and shall reimburse the Superintendent for expenses for successfully completed academic university courses or seminars. The Superintendent shall notify the Board President in advance of his absence from the District for such purposes.

**10. PROFESSIONAL DUES AND MEMBERSHIP FEES**

The District shall pay Association dues for the American Association of School Administrators, the Michigan Association of School Administrators, and MASA Region in which the District is located as well as other appropriate affiliations as approved as related to the duties as Superintendent.

**11. TRANSPORTATION**

The Board shall reimburse the Superintendent at the rate per mile established by the Internal Revenue Service for use of his automobile in conducting business associated with the duties of the position.

**12. MEDICAL EXAMINATION**

After the commencement of employment, the Board may, at its expense, direct that the Superintendent be examined by health care personnel of its choice in order to determine the Superintendent's continuing fitness. Such examination may, at the Board's option, include drug or alcohol tests to which the Superintendent herein consents.

**13. TENURE**

The Superintendent shall not have tenure in this or any other administrative or non-classroom position, but shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act, upon satisfaction of the statutory probationary period of two years.

**14. OUTSIDE ACTIVITIES**

The Superintendent may undertake non-district related activities, e.g., speaking engagements, writings, and lecturing. In the event that the Board, in its sole discretion, determines that any such activities interfere with the Superintendent's satisfactory performance or the time necessary for satisfactory performance of his duties, it may require that the Superintendent cease some or all of such activities.

## 15. TERMINATION PROVISIONS

The Superintendent shall not be dismissed for a reason that is arbitrary or capricious. The following reasons, among others, constitute reasons that are not arbitrary or capricious: including by way of example but not limited to (1) failure to maintain the credentials and qualifications for the position of Superintendent as required by this contract, following notice of any requirements that are effective after execution of this contract, and a reasonable opportunity to satisfy them following such notice; (2) willful failure to uphold any Board of Education bylaw, policy, or regulation that lead to detrimental results for the district; (3) conviction of a felony or of a crime involving moral turpitude; (4) resignation with an effective date as shall be mutually agreeable; (5) inability to perform the essential functions of his position by reason of disability that constitutes a serious health condition for a period or periods aggregating ninety (90) school days during a twelve-month period.

Prior to making a determination that discharge should occur, the Board shall give the Superintendent an opportunity to have a hearing before the Board, and the Superintendent shall also be given prior notice of any alleged deficiencies in writing and a reasonable opportunity (as defined by the Board following consultation with the Superintendent) to take corrective action before the Board makes its determination. The Superintendent shall have the right to request either an open or closed hearing in accordance with the provisions of applicable law and to representation by counsel of his own choosing and at his own expense. Such a request may be received by the Board within twenty (20) business days of the Superintendent's receipt of the Boards notice of concerns. The determination of the Board shall be in writing and given to the Superintendent within a reasonable time after the termination of such hearing, not to exceed sixty (60) calendar days.

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The Board has the right to unilaterally terminate the Superintendent's contract at any point. In the event of such termination, the Board shall pay the Superintendent, as severance pay, a lump sum equal to his current annual salary level (twelve (12) months' pay) or the balance of his contract, whichever amount is lesser, plus any accrued, unused paid leave. The amount due to the Superintendent shall be paid in full on the last day of employment.

Death – This Contract and its terms shall automatically terminate in the event of the death of the Superintendent. Any earned salary or accrued unused vacation pay at the time of death shall be paid to the Superintendent's heirs and/or designated beneficiaries in the manner permitted or required by applicable law.

## 16. PROFESSIONAL LIABILITY

In the light of the unique nature of the professional duties of the Superintendent, the Board shall provide to him at no expense legal counsel and representation in any legal action brought against him as Superintendent and either hold him harmless or insure him adequately against all liability that results from his performance as Superintendent or as a result of performing any duties related to the superintendency.

**17. RESIDENCY**

The Superintendent shall maintain his principal residence within twenty miles of the borders of the Grant School District.

**18. RETIREMENT PAY**

In appreciation for services to the school district, a retirement stipend shall be granted. This stipend will be \$1,000 per year based on the Superintendent's years of service as an administrator in the Grant Public Schools, up to a maximum of twenty (20) years; retirement must be from the Grant Public Schools and from public school employment under MPERS eligibility to be eligible for this stipend.

**19. DISPUTE RESOLUTION**

In the event of a dispute between the parties relating to any provision of this Agreement, the employment relations, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the rules of and administered by the American Arbitration Association. The arbitrator's fee and the expense of the AAA shall be shared equally by the parties; however, Superintendent's cost shall not exceed \$500.00. All parties are entitled to have representation of their own designation; however, each party shall be responsible for the costs of such respective representation. Arbitration must be initiated within sixty (60) days of the action giving rise to the dispute or it is waived.

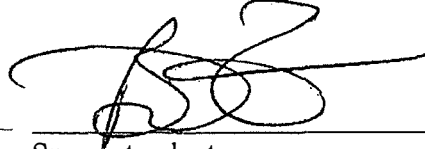
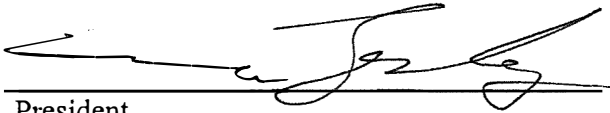
**20. AMENDMENT**

This agreement constitutes the entire understanding and agreement of the parties. No individual Board member has the authority to enter into any new or different contract or to modify this agreement. No change shall be effective with respect to the terms of this employment agreement unless in writing and signed by both parties.

We, the parties to this Superintendent's employment contract, sign our names and execute this contract as of the day and year written in the opening paragraph.

**GRANT PUBLIC SCHOOLS  
BOARD OF EDUCATION**

**SUPERINTENDENT**



\_\_\_\_\_  
President

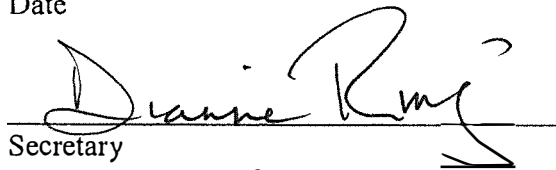
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Superintendent

5-30-19

5-26-19

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



\_\_\_\_\_  
Secretary

5/30/19

\_\_\_\_\_  
Date